

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

Declaration and Power of Attorney

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "**Mark-Up Language Implementation of Graphical or Non-Graphical User Interfaces**" the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by an amendment, if any, specifically referred to in this oath or declaration.

I acknowledge the duty to disclose all information known to me which is material to patentability as defined in Title 37, Code of Federal Regulations, 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

None

I hereby claim the benefit under Title 35, United States Code, 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, 112, I acknowledge the duty to disclose all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

09/660,315, filed September 12, 2000

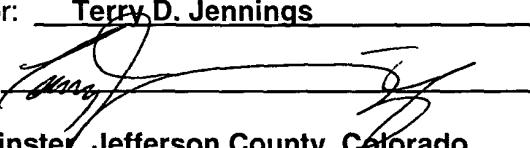
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint the following attorney(s) with full power of substitution and revocation, to prosecute said application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith:

Brian K. Dinicola	(Reg. No. 36122)
Paul Gardon	(Reg. No. 48761)
David Volejnicek	(Reg. No. 29355)

Please address all correspondence to the Docket Administrator (Rm. 1N-391), Avaya Inc., 307 Middletown-Lincroft Road, Lincroft, New Jersey, 07738. Telephone calls should be made to David Volejnicek by dialing 303-538-4154.

Full name of 1st inventor: Terry D. Jennings

Inventor's signature  Date 16 Sept 2003

Residence: **Westminster, Jefferson County, Colorado**

Citizenship: USA

Post Office Address: **11559 Chase Way
Westminster, CO 80020**

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Avaya Technology Corp.Application No./Patent No.: 09/660,315 Filed/Issue Date: 12 September 2000Entitled: Mark-Up Language Implementation of Graphical or Non-Graphical UserInterfaces, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or2. an assignee of less than the entire right, title and interest.The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

ORB. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: the inventor To: Lucent Technologies Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 011147, Frame 0572, or for which a copy thereof is attached.

2. From: Lucent Technologies Inc. To: Avaya Technology Corp.
The document was recorded in the United States Patent and Trademark Office at Reel 012707, Frame 0562, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

 Additional documents in the chain of title are listed on a supplemental sheet. Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

18 Sept. 2003

Date

303/538-4154

Telephone number

David Volejnicek

Typed or printed name

David Volejnicek

Signature

Corporate Counsel

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

DECEMBER 06, 2000

PTAS

LUCENT TECHNOLOGIES
DAVID VOLEJINICEK
DOCKET ADMINISTRATOR-RM 3C-512
600 MOUNTAIN AVENUE
MURRAY HILL, NJ 07974-0636



101487727A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/12/2000

REEL/FRAME: 011147/0572
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

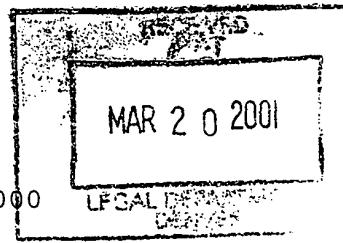
ASSIGNOR: 5
JENNINGS, TERRY D.

DOC DATE: 09/07/2000

ASSIGNEE:
LUCENT TECHNOLOGIES INC.
600 MOUNTAIN AVENUE
P.O. BOX 636
MURRAY HILL, NEW JERSEY 07974-0636

SERIAL NUMBER: 09660315
PATENT NUMBER:

FILING DATE: 09/12/2000
ISSUE DATE:



SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED
AVAYA IP-LAW - DOCKETING

DEC 13 2000	
DOCKET	C 3/19/01
ROUTE TO	

AVAYA

10-16-2000

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



101487727

To the Honorable Commissioner of Patents a.

1. Name of Conveying party(ies):

Terry D. Jennings

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other _____

Execution Date: September 07, 2000

4. Application number(s) or patent number(s):

09 660 315

If this document is being filed together with a new application, the execution date of the application is September 7, 2000

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Docket Administrator

Internal Address: Room 3C-512

Street Address: 600 Mountain Avenue

City: Murray Hill State: NJ ZIP: 07974-0636

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 12-2325

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

David Volejnicek

SEP 12 2000

Date

T. D. JENNINGS 5

Total number of pages including cover sheet, attachments, and document.: 3

10/16/2000 DBYRNE 0000004 122325 09660315

01 FC:581 40.00 CH

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D. C. 20231

ASSIGNMENT AND AGREEMENT

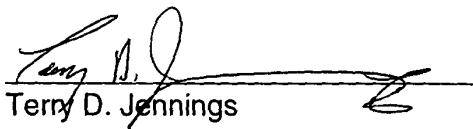
For value received, I, Terry D. Jennings, of Westminster in the County of Jefferson and the State of Colorado, hereby sell, assign and transfer to Lucent Technologies Inc., a corporation of the State of Delaware, having an office at 600 Mountain Avenue, Murray Hill, New Jersey, 07974-0636, U.S.A. and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to **Mark-Up Language Implementation Of Graphical or Non-Graphical User Interfaces** described in an application for Letters Patent of the United States, executed by me of even date herewith, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and I also concurrently hereby sell, assign and transfer to Lucent Technologies Inc. the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

I authorize Lucent Technologies Inc. to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from me, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Lucent Technologies Inc. to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

I request that any and all patents for said inventions be issued to Lucent Technologies Inc. in the United States and in all countries foreign to the United States, or to such nominees as Lucent Technologies Inc. may designate.

I agree that, when requested, I shall, without charge to Lucent Technologies Inc. but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.



Terry D. Jennings

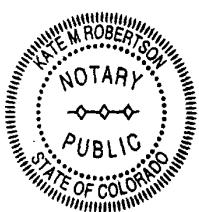
Date: 9/7/2000

United States of America)

State of Colorado) ss.:

County of Adams)

On this 7th day of September, 2000, before me personally came, Terry D. Jennings to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



MY COMMISSION EXPIRES:
July 21, 2002



Kate M. Robertson
Notary Public

Lucent Technologies Inc.
600 Mountain Avenue (Room 3C-512)
P. O. Box 636
Murray Hill, New Jersey 07974-0636



OCTOBER 29, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

DOCKET ADMINISTRATOR
BRIAN K. DINICOLA
101 CRAWFORDS CORNER ROAD
P.O. BOX 629
HOLMDEL, NJ 07733-3030



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**CORRECTED
NOTICE**

UNITED STATES PATENT AND TRADEMARK OFFICE
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/21/2002

REEL/FRAME: 012707/0562

NUMBER OF PAGES: 56

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

LUCENT TECHNOLOGIES INC.

DOC DATE: 09/29/2000

ASSIGNOR:

AVAYA TECHNOLOGY CORP.
211 MOUNT AIRY ROAD
BASKING RIDGE, NEW JERSEY 07920

SERIAL NUMBER: 09064681

FILING DATE: 04/22/1998

PATENT NUMBER: 6449284

ISSUE DATE: 09/10/2002

SERIAL NUMBER: 09060973

FILING DATE: 04/15/1998

PATENT NUMBER:

ISSUE DATE:

SERIAL NUMBER: 08653558

FILING DATE: 05/24/1996

PATENT NUMBER:

ISSUE DATE:

SERIAL NUMBER: 08713050

FILING DATE: 09/12/1996

PATENT NUMBER:

ISSUE DATE:

SERIAL NUMBER: 09500714 PATENT NUMBER: 6409179	FILING DATE: 02/09/2000 ISSUE DATE: 06/25/2002
SERIAL NUMBER: 09401558 PATENT NUMBER:	FILING DATE: 09/22/1999 ISSUE DATE:
SERIAL NUMBER: 09518838 PATENT NUMBER:	FILING DATE: 03/03/2000 ISSUE DATE:
SERIAL NUMBER: 09420166 PATENT NUMBER:	FILING DATE: 10/18/1999 ISSUE DATE:
SERIAL NUMBER: 09586174 PATENT NUMBER:	FILING DATE: 06/01/2000 ISSUE DATE:
SERIAL NUMBER: 09586168 PATENT NUMBER: 6453038	FILING DATE: 06/01/2000 ISSUE DATE: 09/17/2002
SERIAL NUMBER: 09411574 PATENT NUMBER:	FILING DATE: 10/04/1999 ISSUE DATE:
SERIAL NUMBER: 09414663 PATENT NUMBER:	FILING DATE: 10/07/1999 ISSUE DATE:
SERIAL NUMBER: 09386998 PATENT NUMBER:	FILING DATE: 08/31/1999 ISSUE DATE:
SERIAL NUMBER: 09405872 PATENT NUMBER:	FILING DATE: 09/24/1999 ISSUE DATE:
SERIAL NUMBER: 09400014 PATENT NUMBER: 6456772	FILING DATE: 09/21/1999 ISSUE DATE: 09/24/2002
SERIAL NUMBER: 09520830 PATENT NUMBER:	FILING DATE: 03/07/2000 ISSUE DATE:
SERIAL NUMBER: 09441106 PATENT NUMBER:	FILING DATE: 11/16/1999 ISSUE DATE:
SERIAL NUMBER: 09415780 PATENT NUMBER:	FILING DATE: 10/08/1999 ISSUE DATE:
SERIAL NUMBER: 09427313 PATENT NUMBER:	FILING DATE: 10/26/1999 ISSUE DATE:
SERIAL NUMBER: 09386867 PATENT NUMBER: 6427074	FILING DATE: 08/31/1999 ISSUE DATE: 07/30/2002
SERIAL NUMBER: 09387161 PATENT NUMBER:	FILING DATE: 08/31/1999 ISSUE DATE:
SERIAL NUMBER: 09660315 PATENT NUMBER:	FILING DATE: 09/12/2000 ISSUE DATE:

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of September 29, 2000 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR"), and Avaya Technology Corp., a Delaware corporation, with offices at Suite 105, 14645 N.W. 77th Avenue, Miami Lakes, Florida 33014, United States of America ("ASSIGNEE").

R E C I T A L S

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in ASSIGNEE;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to ASSIGNEE, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. ASSIGNEE recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Guardian Corp.).

ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendix A may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including

Octel Communications Corp., Mosaix, and Lannet. Ownership of such patents shall not be affected by this Patent Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendix A.

ASSIGNOR agrees that, upon request it will, at any time without charge to ASSIGNEE but at ASSIGNEE's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in ASSIGNEE, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By:

Daniel P. McCurdy
President, Intellectual Property Business

AVAYA TECHNOLOGY CORP.

By:

Maurice de Picciotto
Vice President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)

ss:

COUNTY OF SOMERSET)

I CERTIFY that on September 25, 2000, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and

b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Tamora Anne Hanna

Name

Notary Public

My Commission Expires: **TAMORA ANNE HANNA**
[Notarial Seal] Notary Public of New Jersey
Registered in Hunterdon County
My Commission Expires March 25, 2002

STATE OF NEW JERSEY)

ss:

COUNTY OF SOMERSET)

Hunterdon

I CERTIFY that on September 27, 2000, Maurice de Picciotto personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Avaya Technology Corp.; and

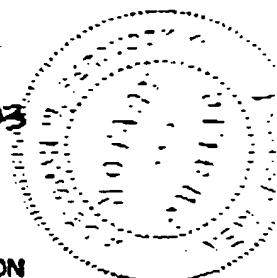
b.) this Patent Assignment was signed and made by Avaya Technology Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Deborah W. Ferguson

Name

Notary Public

My Commission Expires: **10/30/2003**
[Notarial Seal]



DEBORAH W. FERGUSON
Notary Public, State of New Jersey
No. 2219308
Qualified in Hunterdon County
Commission Expires 10/30/2003

APPENDIX B
Transferred Patents

Case Name	Filing/Issue Date	Appl/Patent No.
Gould 4-3	3/17/1999	ques048
Gould 5-4	11/8/1999	09/436690
Gould 6-37-6-5	12/27/1999	09/472690
Grady 1-1-3-6		Euro. 0255325
Griffith 32	2/12/1999	09/248965
Griffith 33-24	11/23/1998	09/198990
Griffith 36-1	3/3/2000	ques130
Grimes 77-20	4/28/1999	09/301471
Grimes 78	4/28/1999	09/301472
Grimes 79	4/28/1999	09/301473
Hagerman 5	1/12/2000	09/481926
Hagirahim 6-5	2/28/2000	ques131
Hagirahim et al.	3/10/2000	122040
Haislett 1-6	1/29/1999	09/240930
Haislett 2	1/29/1999	09/240933
Hammer 1-11-30-8-9	12/4/1998	09/205514
Hardouin 23	11/20/1998	09/196542
Helmstetter 20-28-38-12-58	09/14/1999	339107
Hewett 2-2	10/13/1999	09/416987
Hewett 3	10/13/1999	09/417355
Hoag 2	1/6/1999	09/226755
Hollesen 3-24-34-53-23	07/27/1999	291841
Hollesen 9-37-49-1-2-76	12/13/1999	121372
Houdaille 1	3/22/99 (f)	99460020
Hsu 1	12/14/1999	09/460897
Huh 1-1-1	1/27/2000	ques132
Humphrey 2-3		99306445.O
Hyde-Thomson (Octel-VMX 9-2)	9/17/1996	5557659
Hyde-Thomson (Octel-VMX 9-3)	5/7/1996	5717742
Hyde-Thomson 6-2	1/7/2000	09/479333
Hyde-Thomson 7-3	1/10/2000	09/480296
Ivan 7	3/2/1999	09/261292
Jann 1	12/23/98 (f)	98460062
Jann 2		99308393.O
Jennings 5		auth117
Jensen 10	1/27/2000	ques133
Jensen 11	1/27/2000	ques134
Jetz	3/6/2000	122121
Jon 16-3-1	5/28/1999	09/321942
Kane 15	3/15/1999	09/268237
Kane 18-24	9/13/1999	09/394589
Kay 13-20-5-39-2	8/13/1999	09/373942
Kay 16-23-6-42-3	9/30/1999	09/409136
Kay 19-27-7-45-5	06/02/1999	290570
Kay 31-43-63-5-12	11/24/1999	340679
Kay 35-46-70-7-6	12/01/1999	340767
Kay 38-50-77-10-15	12/13/1999	121459
Kay/Kerr/Pawlenko/Samson/Sch wartz	8/2/1999	120014